

New No.

LAW OFFICES

ELIAS C. ALVORD (1942)
ELLSWORTH C. ALVORD (1964)ROBERT W. ALVORD*
CHARLES T. KAPPLER
JOHN H. DOYLE
JAMES C. MARTIN, JR.*ALSO ADMITTED IN NEW YORK
*ALSO ADMITTED IN MARYLAND

ALVORD AND ALVORD RECORDATION NO. 17147

200 WORLD CENTER BUILDING

918 SIXTEENTH STREET, N.W.

WASHINGTON, D.C.

20006-2973

(202) 393-2266

OF COUNSEL

FILED 1425 A LESTER

TELEX

240 47 A AND A

TELEFAX

393 2156

December 27, 1990

DEC 27 1990 - 9 12 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr.
Secretary
Interstate Commerce Commission
Washington, D.C. 2042317147
RECORDATION NO. FILED 1425
DEC 27 1990 - 9 12 AM
INTERSTATE COMMERCE COMMISSIONDEC 27 9 04 AM '90
HOTEL 200 W. 11th St. N.W.

Dear Mr. Strickland:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11303 (a) are 2 fully executed copies of 1) a Lease Agreement dated as of December 1, 1990 ("Lease") 2) an Indenture, Mortgage and Security Agreement dated as of December 1, 1990 ("Indenture") 3) a Lease and Indenture Supplement No. 1 dated December 27, 1990 ("Supplement") the Lease and Indenture being primary documents and the Supplement being a secondary document as defined in the Commission's Rules for the Recordation of Documents 49 C.F.R. Section 1177.

The names and addresses of the parties to the enclosed documents are:

Lease

Wilmington Trust Company, Trustee, Lessor
Rodney Square North
Wilmington, Delaware 19890

CSX Transportation, Inc., Lessee
100 North Charles Street
Baltimore, Maryland 21201

Indenture

Wilmington Trust Company, Trustee
Rodney Square, North
Wilmington, Delaware 19890

Mercantile-Safe Deposit and Trust Company
2 Hopkins Place
Baltimore, Maryland 21203

C.T. Kappler

C. C. [unclear]

Mr. Sidney Strickland, Jr.
Interstate Commerce Commission
December 27, 1990
Page Two

Supplement

Wilmington Trust Company, Trustee
Rodney Square, North
Wilmington, Delaware 19890

CSX Transportation, Inc.
100 North Charles Street
Baltimore, Maryland 21203

Mercantile-Safe Deposit and Trust Company
2 Hopkins Place
Baltimore, Maryland 21203

A description of the railroad equipment covered by the enclosed documents is set forth in Schedule 1 attached hereto and made a part hereof.

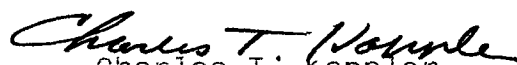
Also enclosed is a check in the amount of \$45 payable to the order of the Interstate Commerce Commission covering the required recordation fees.

Kindly return stamped copies of the enclosed documents to the undersigned.

A short summary of the enclosed documents to appear in the Commission's Index is:

Lease Agreement dated as of December 1, 1990 between Wilmington Trust Company, Trustee. ("WTC") and CSX Transportation, Inc., ("CSX") Lessee; Indenture, Mortgage and Security Agreement dated as of December 1, 1990 between WTC and Mercantile-Safe Deposit and Trust Company ("Mercantile"); Lease and Indenture Supplement No. 1 dated December 27, 1990 between WTC, CSX and Mercantile covering Rule 88 Medium Covered Hopper Cars and Rule 88 Small Cube Covered Hopper Cars, bearing CSXT reporting marks and numbers.

Very truly yours,


Charles T. Kappeler

CTK/crw
Enclosures

Interstate Commerce Commission
Washington, D.C. 20423

12/27/90

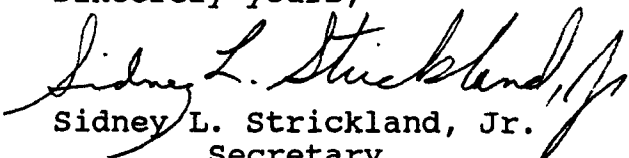
OFFICE OF THE SECRETARY

Charles T. Kappler
918 16th St N.W.
Washington, D.C. 20006

Dear Sir:

The enclosed document(s) was recorded pursuant to the provisions of Section 11303 of the Interstate Commerce Act, 49 U.S.C. 11303, on 12/27/90 at 9:15am , and assigned recordation number(s) . 17147, 17147-A & 17147-B

Sincerely yours,


Sidney L. Strickland, Jr.
Secretary

DUPLICATE COUNTERPART

LEASE AND INDENTURE SUPPLEMENT NO. 1

17147/PAK

RECORDATION NO. _____ FILED DATE _____

Dated December 27, 1990

DEC 27 1990 - 9 22 AM

INTERSTATE COMMERCE COMMISSION

Among

WILMINGTON TRUST COMPANY
not in its individual capacity but solely as trustee,
Lessor/Owner Trustee,

CSX TRANSPORTATION, INC.,
Lessee

and

MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY
not in its individual capacity but solely as trustee,
Indenture Trustee

463 100 Ton Small Covered Hopper Cars
80 100 Ton Medium Covered Hopper Cars

[CSX Trust 1990/BO-3]

CERTAIN RIGHTS, TITLE AND INTEREST IN AND TO THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 AND TO THE RAIL EQUIPMENT COVERED HEREBY OF WILMINGTON TRUST COMPANY, AS OWNER TRUSTEE, HAVE BEEN ASSIGNED TO AND ARE SUBJECT TO A LIEN AND SECURITY INTEREST IN FAVOR OF MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, AS INDENTURE TRUSTEE UNDER AN INDENTURE, MORTGAGE AND SECURITY AGREEMENT DATED AS OF DECEMBER 1, 1990. TO THE EXTENT, IF ANY, THAT THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 CONSTITUTES CHATTEL PAPER (AS SUCH TERM IS DEFINED IN THE UNIFORM COMMERCIAL CODE AS IN EFFECT IN ANY APPLICABLE JURISDICTION), NO SECURITY INTEREST IN THIS LEASE AND INDENTURE SUPPLEMENT NO. 1 MAY BE CREATED THROUGH THE TRANSFER OR POSSESSION OF ANY COUNTERPART OTHER THAN THE ORIGINAL COUNTERPART THAT CONTAINS THE RECEIPT THEREFOR EXECUTED BY MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY AS INDENTURE TRUSTEE, ON OR IMMEDIATELY FOLLOWING THE SIGNATURE PAGE THEREOF.

FILED WITH THE INTERSTATE COMMERCE COMMISSION PURSUANT
TO 49 U.S.C. § 11303 ON DECEMBER __, 1990
AT __:__ .M., RECORDATION NUMBER _____.

THIS LEASE AND INDENTURE SUPPLEMENT NO. 1, dated December __, 1990, among WILMINGTON TRUST COMPANY, a Delaware banking corporation, not in its individual capacity but solely as Owner Trustee ("Lessor" or "Owner Trustee") under that certain Trust Agreement dated as of December 1, 1990 (the "Trust Agreement") with BANK ONE, COLUMBUS, NA, (the "Owner Participant"), CSX TRANSPORTATION, INC., a Virginia corporation (the "Lessee") and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY, a Maryland trust company, not in its individual capacity but solely as Indenture Trustee (the "Indenture Trustee").

W I T N E S S E T H:

WHEREAS, Lessor, Lessee and the Indenture Trustee have, with the Owner Participant and the Loan Participants listed on Schedule I thereto, heretofore entered into a Participation Agreement (the "Participation Agreement"), Lessor and Lessee have heretofore entered into a Lease Agreement (the "Lease") and the Indenture Trustee and Owner Trustee have heretofore entered into an Indenture, Mortgage and Security Agreement (the "Indenture"), each dated as of December 1, 1990 (capitalized terms used herein without definitions having the respective meanings set forth in Schedule X to the Lease);

WHEREAS, the Participation Agreement and the Lease provide that on the Closing Date Seller shall deliver to Owner Trustee a Bill of Sale dated such date by which Seller bargains, conveys, assigns, sets over, sells and delivers to Owner Trustee, and Owner Trustee purchases and accepts from the Seller, the Rail Equipment to be conveyed on such Closing Date, and said Bill of Sale has been delivered by Seller and accepted by Owner Trustee on the Closing Date;

WHEREAS, the Participation Agreement, the Lease, and the Indenture provide for the execution of a Lease and Indenture Supplement substantially in the form hereof for the purposes of leasing the Rail Equipment under the Lease as and when delivered by Lessor to Lessee in accordance with the terms thereof and subjecting such Rail Equipment to the Lien of the Indenture;

NOW, THEREFORE, in consideration of the premises and for good and sufficient consideration, Lessor, Lessee and Indenture Trustee hereby agree as follows:

1. Lessor hereby delivers and leases to Lessee, and Lessee hereby accepts and leases from Lessor, under the Lease as hereby supplemented, the Rail Equipment listed on Schedule 1 hereto.

2. Lessee hereby confirms to Lessor that Lessee has accepted such Rail Equipment for all purposes hereof and of the Lease. The date of delivery and acceptance of such Rail Equipment under the Lease is the date of this Lease and Indenture Supplement No. 1 set forth in the opening paragraph hereof. The Lease Term for such Rail Equipment shall commence on the date hereof.

3. The aggregate Lessor's Cost of the Rail Equipment leased hereunder is \$16,265,500 and the amounts comprising such Lessor's Cost and the Lessor's Cost of each Unit leased hereunder are set forth on Schedule 1 hereto. The Basic Rent and the Stipulated Loss Values and Termination Values for the Rail Equipment set forth, respectively, on Schedules 2, 3 and 4 hereto shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

4. Lessee hereby confirms its agreement, in accordance with the Lease as supplemented by this Lease and Indenture Supplement No. 1, on the Basic Term Commencement Date to pay all or any portion of the Interim Amount required to be paid by the Lessee as a prepayment of Basic Rent for each Unit leased hereunder as provided for in the Lease and on each Payment Date to pay Basic Rent to Lessor for each Unit leased hereunder as provided for in the Lease.

5. In order to secure the prompt payment of the principal of and Premium, if any, and interest on all of the Notes from time to time Outstanding under the Indenture and of all other amounts payable to or for the benefit of the Holders of the Notes and the Indenture Trustee under the Indenture, the Participation Agreement and the Indenture Estate Documents, and the performance and observance by the Owner Participant and the Owner Trustee of all agreements, covenants and provisions contained in the Indenture or in any other Operative Document, Lessor has granted, conveyed, pledged, sold, mortgaged, assigned, transferred and set over a security interest unto the Indenture Trustee in (i) the Rail Equipment listed on Schedule 1 hereto and (ii) this Lease and Indenture Supplement No. 1, in each case excluding Excepted Property and Excepted Rights, to have and to hold unto the Indenture Trustee and its successors and its assigns in trust for the benefit and security for the Holders from time to time of the Notes and for its and their own use and benefit forever.

6. All of the provisions of the Lease and the Indenture are hereby incorporated by reference in this Lease and Indenture Supplement No. 1 to the same extent as if fully set forth herein.

7. This Lease and Indenture Supplement No. 1 may be executed by the parties hereto in separate counterparts, each of which when so executed and delivered shall be an original, but all such counterparts shall together constitute but one and the same instrument.

8. This Lease and Indenture Supplement No. 1 is being delivered in the State of Maryland and shall in all respects be governed by, and construed in accordance with, the laws of the State of Maryland, including all matters of construction, validity and performance.

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 1
to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capa-
city but solely as Owner
Trustee

By

Title:

Lessee

CSX TRANSPORTATION, INC.

By

Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
not in its individual capa-
city but solely as Indenture
Trustee

ATTEST:

By

Title:

By

Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 1
to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capa-
city but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By A. R. Nye
Title: INCHWORM

Indenture Trustee

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
not in its individual capa-
city but solely as Indenture
Trustee

ATTEST:

By _____
Title:

By _____
Title:

IN WITNESS WHEREOF, Lessor, Lessee and Indenture
Trustee have caused this Lease and Indenture Supplement No. 1
to be duly executed on the date and year set forth in the
opening paragraph hereof.

Lessor/Owner Trustee

WILMINGTON TRUST COMPANY
not in its individual capa-
city but solely as Owner
Trustee

By _____
Title:

Lessee

CSX TRANSPORTATION, INC.

By _____
Title:

Indenture Trustee

MERCANTILE-SAFE DEPOSIT
AND TRUST COMPANY
not in its individual capa-
city but solely as Indenture
Trustee

ATTEST:

By Robert D. Brown
Title: Corporate Trust Officer

By [Signature]
Title: VICE PRESIDENT

Receipt of this original counterpart of this Lease and Indenture Supplement No. 1 is hereby acknowledged this ____ day of December, 1990.

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY

as Indenture Trustee

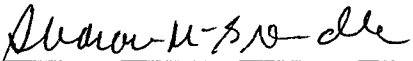
ATTEST:

By _____
Title:

By _____
Title:

STATE OF DELAWARE)
)
COUNTY OF NEWCASTLE) ss.:

On this ___ day of September, 1990, before me personally appeared Emmett R. Harmon, to me personally known, who, being by me duly sworn, says that he is Vice President of Wilmington Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires:

[Notary Seal]

SHARON H. BRENDLE
NOTARY PUBLIC
MY COMMISSION EXPIRES AUGUST 10, 1993

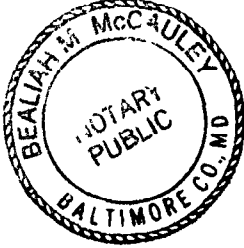
STATE OF MARYLAND)
) ss.:
CITY OF BALTIMORE)

On this 13th day of December, 1990, before me personally appeared A. B. Aftoora, to me personally known, who, being by me duly sworn, says that he is Treasurer of CSX Transportation, Inc., that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Bealish M. McCauley
Notary Public

My Commission Expires: 11-1-93

[Notary Seal]



STATE OF MARYLAND)
) ss.:
CITY OF BALTIMORE)

On this ____ day of _____, 1990, before me personally appeared John M. Mitchell, to me personally known, who, being by me duly sworn, says that he is VICE PRESIDENT of Mercantile-Safe Deposit and Trust Company, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.



Notary Public

My Commission Expires:

[Notary Seal] OCT 22 1994

SCHEDULE 1

SCHEDULE OF RAIL EQUIPMENT TO BE DELIVERED

<u>Quantity of Rail Equipment</u>	<u>Road Numbers</u>	<u>Lessor's Cost Per Unit</u>	<u>Aggregate Lessor's Cost</u>
A. 100 Ton Small Covered Hopper Cars			
463	See Exhibit 1 to this Schedule 1	\$30,500	\$14,121,500
B. 100 Ton Medium Covered Hopper Cars			
80	See Exhibit 1-A to this Schedule 1	\$26,800	\$ 2,144,000
		Total	\$16,265,500

EXHIBIT 1

NEW INITIAL	NEW NUMBER
CSXT	220975
CSXT	220977
CSXT	220981
CSXT	220984
CSXT	220987
CSXT	221008
CSXT	221016
CSXT	221020
CSXT	221022
CSXT	221026
CSXT	221043
CSXT	221055
CSXT	221064
CSXT	221077
CSXT	221086
CSXT	221098
CSXT	221111
CSXT	221112
CSXT	221118
CSXT	221123
CSXT	221128
CSXT	221131
CSXT	221164
CSXT	221189
CSXT	221199
CSXT	221200
CSXT	221234
CSXT	221246
CSXT	221250
CSXT	221271
CSXT	221280
CSXT	221281
CSXT	221290
CSXT	221293
CSXT	221315
CSXT	221319
CSXT	221327
CSXT	221342
CSXT	221348
CSXT	221362
CSXT	221366
CSXT	221376
CSXT	221382
CSXT	221394
CSXT	221403
CSXT	221427
CSXT	221441
CSXT	221442
CSXT	221443
CSXT	221448
CSXT	221454
CSXT	221460
CSXT	221462

NEW INITIAL	NEW NUMBER
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CSXT	221474
CSXT	221488
CSXT	221489
CSXT	221498
CSXT	221516
CSXT	221529
CSXT	221535
CSXT	221549
CSXT	221560
CSXT	221577
CSXT	221593
CSXT	221606
CSXT	221607
CSXT	221610
CSXT	221617
CSXT	221626
CSXT	221638
CSXT	221643
CSXT	221670
CSXT	221683
CSXT	221692
CSXT	221696
CSXT	221717
CSXT	221737
CSXT	221750
CSXT	221754
CSXT	221761
CSXT	221780
CSXT	221782
CSXT	221791
CSXT	221800
CSXT	221802
CSXT	221806
CSXT	221807
CSXT	221811
CSXT	221812
CSXT	221813
CSXT	221826
CSXT	221827
CSXT	221828
CSXT	221850
CSXT	221863
CSXT	221866
CSXT	221870
CSXT	221875
CSXT	221876
CSXT	221902
CSXT	221904
CSXT	221910
CSXT	221916
CSXT	221924
CSXT	221932

NEW INITIAL	NEW NUMBER
CSXT	221938
CSXT	221939
CSXT	221945
CSXT	221947
CSXT	221955
CSXT	221966
CSXT	221972
CSXT	222030
CSXT	222047
CSXT	222054
CSXT	222061
CSXT	222067
CSXT	222069
CSXT	222082
CSXT	222091
CSXT	222120
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CSXT	222140
CSXT	222145
CSXT	222149
CSXT	222175
CSXT	222198
CSXT	222201
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CSXT	222226
CSXT	222230
CSXT	222249
CSXT	222252
CSXT	222275
CSXT	222277
CSXT	222293
CSXT	222294
CSXT	222307
CSXT	222308
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CSXT	222314
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CSXT	222347
CSXT	222350
CSXT	222352
CSXT	222360
CSXT	222389
CSXT	222390
CSXT	222392
CSXT	222394
CSXT	222407
CSXT	222429
CSXT	222440
CSXT	222446
CSXT	222451
CSXT	222452
CSXT	222471

NEW INITIAL	NEW NUMBER
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CSXT	222492
CSXT	222494
CSXT	222507
CSXT	222508
CSXT	222515
CSXT	222517
CSXT	222518
CSXT	222525
CSXT	222540
CSXT	222547
CSXT	222553
CSXT	222558
CSXT	222576
CSXT	222617
CSXT	222626
CSXT	222629
CSXT	222635
CSXT	222643
CSXT	222654
CSXT	222670
CSXT	222672
CSXT	222674
CSXT	222679
CSXT	222681
CSXT	222690
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CSXT	222702
CSXT	222716
CSXT	222718
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CSXT	222727
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CSXT	222776
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CSXT	222805
CSXT	222813
CSXT	222824
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CSXT	222830
CSXT	222834
CSXT	222841
CSXT	222842
CSXT	222846
CSXT	222862

NEW INITIAL	NEW NUMBER
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CSXT	222889
CSXT	222893
CSXT	222901
CSXT	222904
CSXT	222917
CSXT	222919
CSXT	222921
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CSXT	222943
CSXT	222964
CSXT	222966
CSXT	222970
CSXT	222973
CSXT	222974
CSXT	222976
CSXT	222990
CSXT	222995
CSXT	222998
CSXT	223009
CSXT	223012
CSXT	223015
CSXT	223031
CSXT	223035
CSXT	223037
CSXT	223045
CSXT	223054
CSXT	223055
CSXT	223058
CSXT	223061
CSXT	223068
CSXT	223069
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CSXT	223074
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CSXT	223086
CSXT	223089
CSXT	223096
CSXT	223098
CSXT	223100
CSXT	223103
CSXT	223105
CSXT	223113
CSXT	223123
CSXT	223139
CSXT	223140
CSXT	223144
CSXT	223149
CSXT	223155
CSXT	223161
CSXT	223170

NEW INITIAL	NEW NUMBER
CSXT	223172
CSXT	223173
CSXT	223178
CSXT	223188
CSXT	223190
CSXT	223199
CSXT	223215
CSXT	223219
CSXT	223220
CSXT	223239
CSXT	223248
CSXT	223258
CSXT	223262
CSXT	223264
CSXT	223267
CSXT	223273
CSXT	223287
CSXT	223295
CSXT	223300
CSXT	223316
CSXT	223332
CSXT	223333
CSXT	223345
CSXT	223346
CSXT	223350
CSXT	223352
CSXT	223358
CSXT	223367
CSXT	223982
CSXT	224013
CSXT	224032
CSXT	224044
CSXT	224069
CSXT	224094
CSXT	224153
CSXT	224157
CSXT	224170
CSXT	224175
CSXT	224179
CSXT	224180
CSXT	224181
CSXT	224188
CSXT	224190
CSXT	224192
CSXT	224200
CSXT	224208
CSXT	224209
CSXT	224216
CSXT	224227
CSXT	224228
CSXT	224229
CSXT	224231
CSXT	224234

NEW INITIAL	NEW NUMBER
CSXT	224238
CSXT	224241
CSXT	224243
CSXT	224245
CSXT	224252
CSXT	224255
CSXT	224259
CSXT	224260
CSXT	224261
CSXT	224265
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CSXT	224442
CSXT	224455
CSXT	224459
CSXT	224477
CSXT	224484
CSXT	224490
CSXT	224494
CSXT	224505
CSXT	224506
CSXT	224508
CSXT	224510

NEW INITIAL	NEW NUMBER
CSXT	224513
CSXT	224519
CSXT	224522
CSXT	224530
CSXT	224535
CSXT	224542
CSXT	224546
CSXT	224552
CSXT	224553
CSXT	224563
CSXT	224574
CSXT	224578
CSXT	224588
CSXT	224591
CSXT	224599
CSXT	224600
CSXT	224617
CSXT	224618
CSXT	224620
CSXT	224631
CSXT	224651
CSXT	224654
CSXT	224671
CSXT	224673
CSXT	224687
CSXT	224709
CSXT	224718
CSXT	224740
CSXT	224753
CSXT	224757
CSXT	224759
CSXT	224771
CSXT	224782
CSXT	224794
CSXT	224806
CSXT	224812
CSXT	225492
CSXT	225509
CSXT	225513
CSXT	225522
CSXT	225537
CSXT	225560
CSXT	225588
CSXT	225649
CSXT	225650
CSXT	225684
CSXT	225722
CSXT	225748
CSXT	225758
CSXT	225768
CSXT	225783
CSXT	225796
CSXT	225818

NEW INITIAL	NEW NUMBER
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CSXT	225846
CSXT	225900
CSXT	225923
CSXT	225925
CSXT	225932
CSXT	225944
CSXT	225950
CSXT	225954
CSXT	225960
CSXT	225967
CSXT	225973
CSXT	225975
CSXT	225977
CSXT	225978
CSXT	225983
CSXT	225986
CSXT	225987
CSXT	225990
CSXT	225993
CSXT	225994
CSXT	226000
CSXT	226118
CSXT	226119
CSXT	226122
CSXT	226130
CSXT	226132
CSXT	226135
CSXT	226155
CSXT	226158
CSXT	226205
CSXT	226212
CSXT	226241
CSXT	226258
CSXT	226264
CSXT	226272
CSXT	226273
CSXT	226279
CSXT	226280

EXHIBIT 1-A

<u>NEW INITIAL</u>	<u>NEW NUMBER</u>
CSXT	240170
CSXT	240180
CSXT	240181
CSXT	240201
CSXT	240207
CSXT	240213
CSXT	240218
CSXT	240227
CSXT	240232
CSXT	240233
CSXT	240253
CSXT	240254
CSXT	240264
CSXT	240269
CSXT	240290
CSXT	240292
CSXT	240299
CSXT	240314
CSXT	240319
CSXT	240333
CSXT	240338
CSXT	240339
CSXT	240342
CSXT	240352
CSXT	240376
CSXT	240388
CSXT	240647
CSXT	240658
CSXT	240670
CSXT	240672
CSXT	240675
CSXT	240682
CSXT	240687
CSXT	240700
CSXT	240705
CSXT	240708
CSXT	240722
CSXT	240723
CSXT	240728
CSXT	240753
CSXT	240773
CSXT	240794
CSXT	240816
CSXT	240823
CSXT	240836
CSXT	240856
CSXT	240878
CSXT	240936
CSXT	240941
CSXT	240950
CSXT	240962
CSXT	240968
CSXT	240974

<u>NEW INITIAL</u>	<u>NEW NUMBER</u>
CSXT	241009
CSXT	241022
CSXT	241029
CSXT	241034
CSXT	241035
CSXT	241036
CSXT	241043
CSXT	241062
CSXT	241063
CSXT	241082
CSXT	241089
CSXT	241090
CSXT	241095
CSXT	241106
CSXT	241107
CSXT	241136
CSXT	241138
CSXT	241144
CSXT	241149
CSXT	241164
CSXT	241170
CSXT	241180
CSXT	241189
CSXT	241192
CSXT	241198
CSXT	241235
CSXT	241238

SCHEDULE 2
to
Lease and Indenture
Supplement No. 1

BASIC RENT

<u>Payment Date</u>	<u>Percentage of Lessor's Cost</u>
6/26/1991	.000000000
12/26/1991	3.993250021
6/26/1992	7.564328007
12/26/1992	3.978726079
6/26/1993	7.578851949
12/26/1993	3.799079789
6/26/1994	7.758498182
12/26/1994	3.601504862
6/26/1995	7.956073222
12/26/1995	3.394211088
6/26/1996	8.173366196
12/26/1996	3.145233054
6/26/1997	8.412344917
12/26/1997	2.882404216
6/26/1998	8.678173868
12/26/1998	2.638834644
6/26/1999	11.487094163
12/26/1999	2.321532482
6/26/2000	11.804396325
12/26/2000	1.895621488
6/26/2001	12.230307319
12/26/2001	1.379920634
6/26/2002	12.746003173
12/26/2002	.812752910
6/26/2003	13.313175897
12/26/2003	.188981821
6/26/2004	13.936946986
12/26/2004	.000142104
6/26/2005	14.125786534

SCHEDULE 3
to
Lease and Indenture
Supplement No. 1

STIPULATED LOSS VALUE

If the event giving rise to an obligation to pay Stipulated Loss Value occurs and the actual date as of which the Owner Participant shall incur Federal or state income tax consequences (including any interest and penalties payable in respect thereof) shall be earlier or later than the date assumed in calculating the applicable Stipulated Loss Value, such Stipulated Loss Value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Stipulated Loss Value shall be payable, there shall be added to the amount determined pursuant to the following schedule the amount of Premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Stipulated Loss Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Stipulated Loss Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in arrears, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date, but only to the extent that such Basic Rent is payable in arrears; and if the payment of Stipulated Loss Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in advance, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Stipulated Loss Value set forth in this Schedule 2 shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

Payment Date

Percentage of
Lessor's Cost

6/26/91	108.90430705
12/26/91	109.63585237
6/26/92	107.35937310
12/26/92	108.19686961
6/26/93	105.28564579
12/26/93	105.85379308
6/26/94	102.37275430
12/26/94	102.78772581
6/26/95	98.79462580
12/26/95	99.09610450
6/26/96	94.55407282
12/26/96	94.74134436
6/26/97	89.62934094
12/26/97	89.80129432
6/26/98	84.21372858
12/26/98	84.45237875
6/26/99	75.92692836
12/26/99	76.21387131
6/26/ 0	67.16742981
12/26/ 0	67.71937966
6/26/ 1	58.13067373
12/26/ 1	59.10742969
6/26/ 2	48.95516683
12/26/ 2	50.44899399
6/26/ 3	39.73114548
12/26/ 3	41.85156196
6/26/ 4	30.41055466
12/26/ 4	32.27146623
6/26/ 5	20.00000000

SCHEDULE 4
to
Lease and Indenture
Supplement No. 1

TERMINATION VALUE

If the event giving rise to an obligation to pay Termination Value occurs and the actual date as of which the Owner Participant shall incur Federal or state income tax consequences (including any interest and penalties payable in respect thereof) shall be earlier or later than the date assumed in calculating the applicable Termination Value, such Termination Value shall be appropriately adjusted, based upon the date as of which the Owner Participant incurred such tax consequences but otherwise on the same assumptions used to calculate the following values. In any case where Termination Value shall be payable, there shall be added to the amount determined pursuant to the following schedule the amount of any Premium, if any, payable in respect of the Notes.

Notwithstanding any provision in the Lease to the contrary, the parties hereto acknowledge and agree that the following table of Termination Value percentages has been calculated without regard to payment of Basic Rent as of the applicable Payment Date. Accordingly, during the Basic Term, if the payment of Termination Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in arrears, the Lessee shall also pay the Basic Rent with respect to such Unit due on the applicable Payment Date, but only to the extent that such Basic Rent is payable in arrears; and if the payment of Termination Value in respect of a Unit is payable on a Payment Date when Basic Rent is payable in advance, the Lessee shall not be obligated to pay Basic Rent in respect to such Unit on such Payment Date.

The Termination Value set forth in this Schedule 3 shall be applicable in respect of the Rail Equipment leased hereunder on the date hereof.

Payment Date

Percentage of
Lessor's Cost

6/26/91	108.00430705
12/26/91	109.63585237
6/26/92	107.35937310
12/26/92	108.19686961
6/26/93	105.28564379
12/26/93	103.89379308
6/26/94	102.37275630
12/26/94	102.78772581
6/26/95	98.79462580
12/26/95	99.09610430
6/26/96	94.55407282
12/26/96	94.74134436
6/26/97	89.62934096
12/26/97	89.80129432
6/26/98	84.21372838
12/26/98	84.45237675
6/26/99	75.92692836
12/26/99	76.21387131
6/26/ 0	67.16742981
12/26/ 0	67.71937966
6/26/ 1	58.13067373
12/26/ 1	59.10742569
6/26/ 2	48.93816683
12/26/ 2	50.44899399
6/26/ 3	39.73114348
12/26/ 3	41.85156196
6/26/ 4	30.41055466
12/26/ 4	32.27146625
6/26/ 5	20.00000000